

MORTGAGE RECORD

A. D. 1919., between
and wife,
State and Savings Bank, a

_____ Dollars,
aid party of the second part,
said _____, to-wit:
in the City _____

any right of homestead and
part. 441.....of the first part
convey the same; that said
lawful claims of all persons

.....Dollars,
.....per cent per annum,
.....in each year,
due, and on said principal
.....coupon interest notes
and part or its order at the
date, which note represents
in all and singular the cove-
nt part, otherwise to remain

pal sum and interest above
and paid by the said party
it may make any payments
sums so paid shall become
it in any suit to foreclose

or special, which may be
buildings in good repair and
its successors or assigns,
re to do so, the said party
he amounts paid therefore,
in the same manner as the

any installment of interest, or in consequence of such defaults, the mortgagee, or his assigns, shall be entitled to enter upon the said premises, which are hereby sold, and may proceed to foreclose the same, whether or not in parcels.

.....the day and year

in and for said County

.....executed the

County, Iowa
P.M.

....., Register of Deeds.
..... Deputy.

Recorded March 13th 1923
Earl C. Mellman ⁺
 Register of Deeds

*The following is entered on the original instrument
 the note secured by this mortgage has been paid in full and the
 mortgage is hereby released and cancelled this 12th day of
 March, A.D. 1923
 Farmers' State & Savings Bank
 Cash. Breck Post.*

This Indenture, Made this 22nd day of June A. D. 1921, between Charles M. Brown and Ada Brown, husband and wife

of the County of Douglas and State of Kansas part 10 of the first part, and 'The Farmers State and Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

WITNESSETH, That the said party one of the first part, in consideration of the sum of One Thousand and no/100 (\$1,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part,

its successors and assigns, the following described real estate situate in the County of Douglas and State of Missouri, to-wit:

Beginning at a point of chains East of the West red and then (10) chains North
of the South side of the South East Quarter (SE 1/4) of Section Six (6) in
Township Thirteen (13), South of Range Twenty (20), thence East four (4)
chains and fifty (50) links; thence North to (10) chains to the North line
of the South Half (S 1/2) of said quarter (1/4) section; thence East four (4)
chains and fifty (50) links; thence South ten (10) chains to the place
of beginning, containing four and one half (4 1/2) acres, more or less,
in Douglas County, State of Missouri.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, his successors or assigns forever; and the said part ~~and~~ of the first part hereby covenant.....that at the delivery hereof, they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons who sever.

PROVIDED, HOWEVER, That if the said party of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of,

One Thousand and no/100 (\$1,000.00) Dollars,
on the 22nd day of June, A.D. 1924 with interest thereon at the rate of 6% per annum

payable semi-annually on the 22nd days of June and December in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due and on any principal

sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and six (6) coupon interest notes

Bank of said ^{Bank} company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the party ~~of~~ of the first part: and shall perform all and singular the covenants and conditions therein expressed.

nants herein contained; then this mortgage to be void, and to be released at the expense of the said part ~~of the~~ of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collections, if any there shall be, and any co-ts, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said part.....of the first part hereby further covenant.....and agree.....to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$ 1,000.00.....in insurance companies acceptable to the said party of the second part, its successors or assigns,

and to assign and deliver to it or their all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said part 444 of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such defaults, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, The said part and of the first part ha. 22 hereunto set their hand, & the day and year first above written.

Charles M. Brown
Ada Brown

STATE OF KANSAS, } ss:
County of Douglas

On this 22nd day of June, A. D. 1926, before me, the undersigned, a Notary Public in and for said County and State personally appeared Charles M. Brown and Ada Brown husband and wife

to me known to be the same person, he named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

My Commission expires January 18, 1922 Geo. L. Kruecke
Notary Public

Filed for Record on the 23rd day of June A. D. 1921 at 4:25 o'clock P.M.

....., Register of Deeds.
..... Deputy.